

CHICAGO AND



TRANSPORTATION COMPANY

3

March 23, 1982

File No. A-9213

RECORDATION NO. 7642-B Filed 1425

MAR 25 1982 - 3 10 PM

JOAN A. SCHRAMM  
J. S. EDWARDS  
FRANCES L. TURNER  
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/559-6165

INTERSTATE COMMERCE COMMISSION

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Termination Agreement dated as of March 1, 1982 for equipment under Sublease of Railroad equipment dated April 15, 1974 between Chicago and North Western Transportation Company and Allied Products Finance Corporation which was assigned Recordation No. 7642-B.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data. Please record this document last.

Sincerely,

J. S. Edwards  
Assistant Secretary

JSE/baf

Encl.

cc: R. D. Smith  
✓J. A. Barnes  
G. R. Charles - G-206  
D. E. Stockham  
R. F. Guenther

*John Wallace*

TERMINATION AGREEMENT

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TERMINATION AGREEMENT dated as of March 1982 between  
Allied Products Finance Corporation (the Lessor) and Chicago and  
North Western Transportation Company (the Lessee).

WHEREAS, the Lessor and the Lessee entered into a Sub-  
lease of Railroad Equipment dated as of April 15, 1974 (the Sub-  
lease) covering 25 SD 40-2 3000 H.P. locomotives bearing the  
Lessee's road numbers 6866 to 6890, both inclusive (the Equip-  
ment), which was filed with the Interstate Commerce Commission  
(ICC) on September 17, 1974 at 10:00 a.m. and assigned ICC  
Recordation No. 7642-B;

WHEREAS, the Lessor and the Lessee wish to terminate  
the Sublease and file with the ICC evidence of such termination;

NOW, THEREFORE, in consideration of the agreements  
hereinafter contained, the parties hereto do hereby agree as fol-  
lows:

1. The Sublease is hereby terminated and shall have  
no further force and effect.
2. The Lessor acknowledges that the Lessee has satis-  
fied all its obligations under the Sublease to the time of its  
termination and that, except for indemnity obligations which by  
the terms of the Sublease survive its termination, the Lessee has  
no further obligations thereunder or with respect to the Equip-  
ment; and the Lessee agrees that it shall remain liable to the  
Lessor to perform such obligations which survive such termina-  
tion.
3. The Lessee acknowledges that it has no further  
rights in the Sublease or in the Equipment under the Sublease,  
but reserves its rights to enforce any other agreements between

it and the Lessor with respect to tax matters relating to the Equipment; and the Lessor agrees that it shall remain liable to the Lessee to perform its obligations under such agreements.

4. This Agreement may be executed in any number of counterparts, each of which counterparts when so executed shall be deemed an original, and such counterparts together shall constitute but one and the same contract. Although this Agreement is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments annexed hereto.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their officers, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

ALLIED PRODUCTS FINANCE CORPORATION

By Edward E. Carlson

Title VP - Finance

[Corporate Seal]

ATTEST:

David B. Conine  
Assistant Secretary

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

By J. B. Ingelf

Title Vice President

[Corporate Seal]

ATTEST:

[Signature]  
Assistant Secretary

STATE OF ILLINOIS,  
COUNTY OF COOK,

)  
) SS:

On this 24<sup>th</sup> day of March, 1982, before me personally appeared T. A. Tingle, to me personally known who, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly A. Lorton  
Notary Public

[Notarial Seal]

My Commission expires: 2/18/84

STATE OF ILLINOIS,  
COUNTY OF COOK,

)  
) SS:

On this 23<sup>rd</sup> day of March 1982, before me personally appeared E. E. CARLSON, to me personally known, who, being by me duly sworn says that he is a V. P. - FINANCE of ALLIED PRODUCTS FINANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mark E. Davis  
Notary Public

[Notarial Seal]

My Commission expires

12-17-84